

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFANM-12-R-00077	NEGOTIATED (RFO)	April 13, 2012	1 of 47

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE	6. PROJECT NO. N/A
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7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION WESTERN LOGISTICS SERVICE AREA ACQUISITION MANAGEMENT BRANCH AAQ-530 1601 LIND AVE SW RENTON, WA 98057	8. ADDRESS OFFER TO SEE BLOCK 7
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9. FOR INFORMATION CALL: ➔	A. NAME MARJIE BRANDEEN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (425) 227 – 2255
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

**ESTABLISHMENT OF A QUALIFIED VENDORS LIST (QVL) FOR RCAG ANTENNA REPAIR
CONTRACTORS IN WESTERN LOGISTICS SERVICE AREA (WLSA).**

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> 100% PERFORMANCE AND PAYMENT BONDS	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one (1) copies to perform the work required are due at the place specified in Item 8 by
4:00 P.M. *(hour)* local time **May 11, 2012** *(date)*: Sealed envelopes containing offers shall be marked to show
the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text
or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS → Materials \$ _____ Labor \$ _____ Total \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
		CLARENCE DAVIS	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

The Federal Aviation Administration (FAA) Western Service Area (WSA) is establishing a Qualified Vendors List (QVL) for contractors for future work to repair existing Antenna Towers at Remote Center Air/Ground Communication (RCAG) facilities. The towers are located throughout the WSA, Alaska, and Hawaii. The antenna towers require different levels of repair including: alignment of tower and transmission domes, foundation repair or replacement, engineering evaluation and design for improvements to the tower and foundations, Guy wire tensioning or replacement, and structural modifications as needed. The work scope for each site is unique to that site.

GROUP	STATE	RCAG QTY	RCLR QTY	RTR QTY	GS QTY	RCO QTY	RCLT QTY	TOTAL
1	Alaska	54	0	26	22	131	68	301
2	Arizona	17	12	28	13	37	4	111
2	California	43	76	155	62	95	57	488
2	Nevada	14	18	8	7	27	14	88
3	Colorado	16	13	16	23	26	19	113
3	Montana	11	14	12	9	31	3	80
3	Utah	16	24	23	13	23	19	118
3	Wyoming	14	18	5	9	27	4	77
4	Idaho	10	18	12	7	19	4	70
4	Oregon	11	14	24	17	26	1	93
4	Washington	10	8	35	18	20	2	93
5	Hawaii	8	0	20	7	19	24	78
	+ Guam	2	2	4	2	0	3	13
	TOTAL	226	217	368	209	481	222	1723

This Screening Information Request (SIR) seeks to pre-qualify licensed contractors for work at various locations in the WSA. Contractors included on the QVL will be eligible to receive Requests for Proposals (RFP) and subsequent awards on antenna work as indicated in the specific site RFP.

Licensed contractors may seek qualifications for inclusion in one or any combination of the groups (see chart of site locations above) in which they are licensed to work. If selected for the QVL, the contractor will be required to travel to and perform work at any location within the group(s) they are eligible to receive an award.

The QVL contractor price for each site specific RFP shall encompass all costs related to: (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, design, drawings, and bonds (if required) etc.; (b) federal, state, and local taxes, (c) all applicable permits, licenses; and (d) any miscellaneous charges.

The QVL contractor will be required to provide a price for each RFP line item (if applicable) or a single lump sum quote. A single award shall be made. There shall be no split awards.

At the discretion of the Contracting Officer and depending on the number of eligible QVL contractors that are licensed to perform the specified work, and are (a) socially and economically disadvantaged business (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program; or (b) service-disabled veteran owned small business (SDVOSB) in each group(s), RFP's may be rotated between eligible SEDB, SDVOSB and all other QVL contractors in the following order of precedence in descending order:

- (a) SEDB
- (b) SDVOSB
- (c) All Others

See also Part IV – Section M, Evaluation Factors for Award.

B003. Solicitation Questions: All contractors desiring an interpretation or clarification of the QVL terms and conditions, etc., must request it in writing to Marjie Brandeen at Marjie.ctr.Brandeen@faa.gov. **Telephone questions will not be accepted.** The requestor shall provide a company name, point-of-contact name, address and telephone number; as well as a return e-mail address or FAX number. The Contracting Officer Clarence Davis is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE on or before: **April 30, 2012, and must be submitted in writing.**

B005. Small Business: Small businesses and Small Economically Disadvantaged Businesses [8(a) SEDBs] competing for this acquisition shall certify their status on the Business Declaration form inserted in Part IV, Section J. The applicable North American Industry Classification System (NAICS) code for this project is 237130.

The Small Business Administration Size Standard for NAICS Code is \$33.5 million. See Contract clause: 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010).

ESTIMATED PRICE FOR THIS PROJECT: \$10,000 - \$200,000, depending on the site specific scope of work.

THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.

PART I - SECTION C
SCOPE OF WORK

Each RFP issued under the QVL will contain a Site Specific Statement of Work; see Part III – Section J, List of Attachments. The purpose of the Site Specific Statement of Work is to provide each QVL contractor with a general requirement of the work that is anticipated for the facility and location.

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-10 **Inspection of Construction** (September 2009)

(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.10.1-11 Government Delay of Work (April 1996)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and

(2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

F001. Qualified Vendor List and Termination

The QVL will be maintained at one year intervals for a period of no more than five (5) years from the date the QVL is established. Qualified contractors will be required to stay on the QVL for a period of one year, unless sooner terminated. At the end of each one year interval, a new SIR will be issued for the purpose of adding new contractors to the QVL or allowing contractors on the QVL to extend their term, or to opt-out.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor with the Solicitation package. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

G001. Correspondence

Proper routing and distribution of correspondence is required to ensure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters. Submittals accompanying transmittal letters to the COR **SHALL NOT** be forwarded to the Contracting Officer.

The FAA Contracting Officer's (CO) assigned to this contract is Clarence Davis. You may reach Mr. Davis Monday through Friday (except federal holidays) between the hours of 6:30 a.m. and 4:00 p.m. at (425) 227-2938, or email Clarence.davis@faa.gov, or by FAX at (425) 227-1055, or in writing to the following address:

FEDERAL AVIATION ADMINISTRATION
WLSA AAQ-530, Acquisition Group
Attn: Clarence Davis
1601 Lind Ave. SW
Renton, WA 98057

G002. Invoice Submission

The Contractor shall submit certified request for payment(s) to the COR for verification who will forward the invoice to the Contracting Officer for payment processing.

G003. Submission of Invoices

The COR shall submit the invoice to the following address:

DOT, FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH – AAQ-530
ATTN: CLARENCE DAVIS
1601 LIND AVE S.W.
RENTON, WA 98057

G004. Interpretation or Modification

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his/her authorized representative, shall modify or otherwise affect the terms or meaning of the schedule or specifications. All requests for interpretation or modifications shall be made in writing to the Contracting Officer. Contractor response to oral contract changes from any source other than the Contracting Officer or a person with such delegated authority is at its own risk of liability.

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract is e-mail.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.
(End of Clause)

3.8.2-17 Key Personnel and Facilities (May 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Contractor's On-site Superintendent

(End of clause)

H001. Clean Up: The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H002. FAA Facility Regulations: Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H003. Applicable Minimum Hourly Rates of Wages:

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the **Davis-Bacon Act**, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). THIS WAGE DECISION WILL BE INCORPORATED INTO EACH SITE SPECIFIC REQUEST FOR PROPOSAL (RFP) AND WILL BE A PART OF ANY RESULTANT CONTRACT.

H004. Warranty

The warranty provisions of FAA AMS clause 3.10.1-20 Warranty-Construction are hereby incorporated into the subject contract as presenting the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, nor the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

H005. Material Submittals

See the site specific RFP for required submittals, if any.

H006. Availability and Use of Utilities

The FAA will make all reasonable required amounts of utilities available to the Contractor from existing outlets and products without charge, unless specified otherwise. The Contractor shall carefully conserve any utilities furnished without charge.

The Contractor shall, at his own expense and in a workmanlike manner satisfactory to the FAA, install and maintain all necessary temporary connections and distribution lines for each utility used. Prior to final acceptance of the work by the FAA, the Contractor shall remove all the temporary connections, distribution lines, and associated paraphernalia.

PART II - SECTION I

CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

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- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-4 Organizational Conflict of Interest (February 2009)**
- 3.1.7-5 Disclosure of Conflicts of Interest (February 2009)**
- 3.2.2.3-33 Order of Precedence (February 2009)**
- 3.2.2.3-40 Pre-contract Costs (July 2004)**
- 3.2.2.3-42 Differing Site Conditions (July 2004)**
- 3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-47 Permits and Responsibilities (July 2004)**
- 3.2.2.3-48 Other Contracts (February 2009)**
- 3.2.2.3-49 Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.3-50 Property Protection (February 2009)**
- 3.2.2.3-51 Operations and Storage Areas (July 2004)**
- 3.2.2.3-52 Use and Possession Before the Project is Complete (July 2004)**
- 3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)**
- 3.2.2.3-54 Preventing Accidents (July 2004)**
- 3.2.2.3-55 Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-56 Schedules for Construction Contracts (July 2004)**
- 3.2.2.3-58 Layout of Work (February 2009)**
- 3.2.2.3-60 Specifications, Drawings, and Material Offers (February 2009)**
- 3.2.2.3-62 Preconstruction Conference (July 2004)**
- 3.2.2.3-66 Contractor's Daily Log (July 2004)**
- 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)**
- 3.2.2.3-68 Safety and Health (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractor Debarred, Suspended, or Proposed for Debarment (May 2011)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.2.8-1 Material Requirement (April 2009)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**
- 3.3.1-9 Interest (September 2009)**
- 3.3.1-13 Limitation of Cost (Facilities) (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-19 Prompt Payment for Construction Contracts (September 2009)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-4 Performance Bond Requirements (October 2010)**
- 3.4.1-5 Payment Bond Requirements (April 1996)**

3.4.1-6 **Additional Bond Security** (April 1996)
 3.4.1-7 **Notice to Proceed** (April 1996)
 3.4.1-10 **Insurance - Work on a Government Installation** (July 1996)
 3.4.1-12 **Insurance** (July 1996)
 3.4.2-6 **Taxes--Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
 3.4.2-8 **Federal, State, and Local Taxes--Fixed Price Contract** (April 1996)
 3.5-1 **Authorization and Consent** (January 2009)
 3.5-2 **Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
 3.5-3 **Patent Indemnity** (January 2009)
 3.5-4 **Patent Indemnity-Construction Contracts** (January 2009)
 3.6.1-1 **Notice of Total Small Business Set-Aside** (January 2010)
 3.6.1-3 **Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (February 2009)
 3.6.1-4 **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (October 2010)
 3.6.1-7 **Limitations on Subcontracting** (July 2008)
 3.6.1-8 **Notification of Competition Limited to Eligible SEDB Concerns** (January 2010)
 3.6.1-12 **Notice of Service-Disabled Veteran Owned Small Business Set-Aside** (October 2011)
 3.6.2-1 **Contract Work Hours and Safety Standards Act-Overtime Compensation** (October 2010)
 3.6.2-2 **Convict Labor** (April 1996)
 3.6.2-9 **Equal Opportunity** (August 1998)
 3.6.2-12 **Equal Opportunity for Veterans** (January 2011) (February 2011)
 3.6.2-13 **Affirmative Action for Workers With Disabilities** (October 2010)
 3.6.2-14 **Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
 3.6.2-16 **Notice to the Government of Labor Disputes** (April 1996)
 3.6.2-18 **Davis Bacon Act** (October 2010)
 3.6.2-19 **Withholding-Labor Violations** (April 1996)
 3.6.2-20 **Payrolls and Basic Records** (February 2011)
 3.6.2-21 **Apprentices, Trainees, and Helpers** (October 2010)
 3.6.2-22 **Subcontracts (Labor Standards)** (October 2010)
 3.6.2-23 **Certification of Eligibility** (April 1996)
 3.6.2-35 **Prevention of Sexual Harassment** (August 1998)
 3.6.2-39 **Trafficking in Persons** (January 2008)
 3.6.3-11 **Toxic Chemical Release Reporting** (April 2008)
 3.6.3-13 **Recycle Content and Environmentally Preferable Products** (April 2009)
 3.6.3-14 **Use Of Environmentally Preferable Products** (April 2009)
 3.6.3-16 **Drug Free Workplace** (February 2009)
 3.6.3-17 **Efficiency in Energy-Using Products** (April 2008)
 3.6.4-3 **Buy American Act--Construction Materials** (July 1996)
 3.6.4-10 **Restrictions on Certain Foreign Purchases** (January 2010)
 3.6.5-1 **Utilization of Indian Organizations and Indian Owned Economic Enterprises** (February 2009)
 3.9.1-1 **Contract Disputes** (September 2009)
 3.9.1-2 **Protest After Award** (August 1997)
 3.10.1-7 **Bankruptcy** (April 1996)
 3.10.1-8 **Suspension of Work** (August 1998)
 3.10.1-12 **Changes--Fixed-Price** (April 1996)
 3.10.1-15 **Changes-Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)
 3.10.1-16 **Changes and Changed Conditions** (April 1996)
 3.10.1-19 **Modification Cost Proposal- Price Breakdown (Construction)** (April 1996)
 3.10.1-20 **Warranty-Construction** (April 1996)
 3.10.1-24 **Notice of Delay** (February 2009)

- 3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)
- 3.10.3-2 Government Property - Basic Clause** (April 2004)
- 3.10.3-2 Alternate I Government Property - Basic Clause Alternate I** (April 2004)
- 3.10.4-23 Contractor and Subcontractor Compliance with Fastener Act** (November 1997)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-6 Default (Fixed Price Construction)** (October 1996)
- 3.10.6- Excusable Delays** (October 1996)
- 3.13- Printing/Copying Double-sided on Recycled Paper** (July 2008)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (February 2011)

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date
(End of clause)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and require cost and price data.

(End of clause)

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 15 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-71 Starting, Performing and Completing Work (July 2004)

The Contractor (you) must

- (a) begin work under this contract within five (5) calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than the time stated in the site specific contract. The time allowed for completion must include final cleanup of the premises.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract,

payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	2.3% to 70.4%
(as applicable per economic area/state per Appendix B-80 Technical Assistance Guide for Federal Construction Contractors)	
Goals for female participation:	6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written

notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement **ON OR BEFORE SUBMITTAL OF FINAL INVOICE** indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos

contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.
(End of clause)

3.14-2 Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are available from the CO in the event the information is required.

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts: In the event this clause is exercised, the CO will make this information available.

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any

information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

- (1) Business Declaration
- (2) Customer Satisfaction Survey Form
- (3) Sample Site Specific Statement of Work

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____

- 7 Nature of Business (*Specify all services/products (NAIC)*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (*Explain*) _____
10. Gross receipts of the firm for the last three years:
- | | | |
|-------------------------|---------------------------|---------------------------|
| | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ | a.3. Year Ending: _____ |
| | | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)
DTFANM-12-R-00077

SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED, E-MAILED OR FAXED DIRECTLY TO: Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

MARJIE.CTR.BRANDEEN@FAA.GOV

OVERVIEW: The firm shown above has submitted a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by **APRIL 2, 2012, 4:00 PM PST** for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by the firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide any additional comments on page 2.

	On this project, the firm:	Satisfaction					
		Low			High		N/A
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5	N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5	N/A
4.	Resolved Your Concerns	1	2	3	4	5	N/A
5.	Completed Your Project Milestones on Time	1	2	3	4	5	N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5	N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5	N/A
8.	Maintained an Effective Quality Control Program	1	2	3	4	5	N/A
9.	Provided Warranty Support	1	2	3	4	5	N/A
10.	Maintained Operational Continuity at Existing Facility During Project	1	2	3	4	5	N/A
11.	Minimized Adverse Construction Impacts on Ongoing Operations	1	2	3	4	5	N/A
12.	Your OVERALL Level of Customer Satisfaction	1	2	3	4	5	N/A
13.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A					

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
DTFANM-12-R-00077

14.

REMARKS: (Discuss strengths and weaknesses of the firm)**Your Name:** _____ **Phone Number:** _____**Firm Name:** _____**Relationship to this Project:** _____

Sample Site Specific Statement of Work

General requirements for all towers:

Projects will be throughout the FAA WSA

Cost range will be 10K to 200K

Tower range in height from 30ft to over 400ft

In 95% of the cases the tower cannot be placed out of service (OTS) without major interruption to NAS, so work will need to be performed live.

Because of equipment needed to repair each tower, climbers will have to be certified to climb.

Climbing will be free-style because normal safety ladders with auto catch systems will not be able to be used.

Companies will need to have special insurance holding FAA free of any liability should an accident occur.

Special equipment is required, used only for this type of work.

Examples: Tension meters, climbing gear, special cable tugs, Transit's with 50 degree eye piece, computer programs capable of calculating tower stresses and hardware to measure these stresses.

Smaller projects:

Tighten bolts of structure

Install additional steel support to structures

Realign/install transmission domes

Replace Guy cables, turn buckles, and add shackles (as needed)

Measure tension on cables and adjust as needed

Measure and adjust vertical alignment and rotation of structure.

Calculate tension requirements of Guy cables

Coat concrete with protection coverings

Larger projects:

Soil testing to determine soil effects on tower alignment

Designing footings that support tower and mitigate tower movement due to soil conditions

Design footings, taking into consideration both vertical, horizontal and downward structural load, along with possible wind loads

Design tower structural improvements, both permanent and temporary, to assist in replacing tower footings

Design modifications for the improvement of tower functions.

Design and Install additional steel support for structures to accomplish footing replacement.

Have available software and hardware to make the above calculations and measurements

Develop drawings and specifications to support the above activities.

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of **Sixty (60)** calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of a Federal, state, or local government;☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;☐ Other corporate entity☐ Not a corporate entity☐ Sole proprietorship☐ Partnership☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Non-segregated Facilities (February 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification

may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.

(February 2011)

(a) Definition.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

(End of clause)

3.2.2.3-1 False Statements in Offers (July 2004)

3.2.2.3-6 Submittals In The English Language (July 2004)

3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)

3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-17 Preparing Offers (July 2004)

3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)

3.2.2.3-19 Contract Award (July 2004)

3.2.2.3-72 Announcing Competing Offerors (July 2004)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means (i.e. via email). Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to marjie.ctr.brandeen@faa.gov, or fax number 425-227-1156.

(f) If you chose to send your offer electronically, **we will not be responsible for any failure attributable to transmitting or receiving the offer. Please note that we have a 5MB file-size limitation.**

(End of provision)

3.2.2.3-63 Site Visit (Construction) (July 2004)

a. AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR.

Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

b. There will be a site visit offered on **See Site Specific RFP**. Contractors who would like to attend the site visit must submit **See Site Specific RFP for site visit instructions**. If required, in the email please include the following information:

Company Name:
 Name (s) of Representative(s):
 Titles:
 Contractor Phone Number:
 Email Address:

c. FAA Point of Contact for the Site Visit **TBD**.

(End of provision)

3.2.2.3-72 Announcing Competing Offerors (July 2004)

(a) To encourage small businesses to seek subcontracting opportunities with possible FAA contractors, the Contracting Officer (CO) may publicly announce the names and addresses of offerors responding to this SIR before selection and award.

(b) Competing offerors (you) must notify the CO in writing, at the time you submit your proposal, if you do not want your name and address made public for subcontracting opportunities. The CO will not release your information if you request it be withheld.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm fixed priced contracts resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester,

certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.
(End of provision)

Offerors Requirements/Qualifications

To be included in this QVL, Offerors must satisfy the following requirements and/or qualifications:

- a. Submission of a proposal (see Section L001) including intent for inclusion on the QVL.
- b. Offerors must be licensed in one or more states in which the work is to be performed, and have been in business for five (5) or more years.
- c. Demonstrated experience in communication antenna construction and repair.

L001. SUBMISSION OF OFFER

All offerors seeking inclusion on this QVL must be experienced in communication antenna construction and repair. A prospective offeror must submit a complete technical and business proposal, which will encompass, but is not limited to, the content specified herein. All technical and business proposal areas must be fully addressed. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals.

Each offeror must submit a technical and business proposal as discussed herein:

A) Business Proposal – All contractors must submit a business proposal that includes the following:

- a) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- b) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- c) Part III, Section J, Business Declaration Form
- d) Cover letter indicating intent to be included on the QVL, and stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.

B) Technical Proposal – NOTE: The technical proposal shall be a physically separate document and not be combined with the business proposal. All contractors must submit a technical proposal that includes the following:

a) Past Experience

Provide a list of relevant past projects (minimum of 5, but no more than ten (10)) within the past 5 years performing communication structures mapping, analysis and design; assisting private and public sector clients with critical communication structure facilities; working with and understanding the supporting structure performance criteria of critical directional communications antennas. Capable of performing on-site construction progress inspections in order to ensure conformance with design specifications and/or capable of designing, modifying, analyzing and detailing structural specifications for upgrades to existing communication structures; experience in construction administration, acceptable/constructible methods and cost estimating; in-depth familiarity and working knowledge of the following codes:

TIA/EIA-222-F – Structural Standards for Antenna Supporting Structures
 TIA/EIA-222-G – Structural Standards for Antenna Supporting Structures
 AISC Steel Code – 13th Edition
 ASCE 7
 ACI-318
 IBC – Latest Edition

Be specific and provide details for each project and address the following points:

1. Project title, description and contract number
2. Client names, business address, phone numbers, and contact person
3. Dollar value
4. Scope of work
5. Award and completion dates
6. Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

Offerors must include a list of the State(s) for which they are seeking to be considered for work along with a copy of their license(s) to work in that State(s).

The Offeror must also demonstrate that it has the capability to travel to any of the FAA sites and produce a written assessment of the antenna conditions with recommended solutions for which work might be done by listing the states in which it is licensed to routinely do business.

b) Key Personnel

Identify key personnel that will be assigned to this project, including:

1. Identification of the Construction Management Team (Project manager, Quality Control person, Onsite superintendent)
2. Resume information for all personnel identified above. Provide all pertinent data related to years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

c) References

The prime contractor must provide company name, address, phone and fax numbers, contract person and scope of work for past experience performance projects as a reference as relevant to Part IV, Section L of this solicitation.

The government reserves the right to use and evaluate any and all available information pertinent to any Offeror, in addition to the data incorporated in the submitted technical proposal, and which may be related to the performance periods beyond the last five (5) years.

L002. Submission of Customer Satisfaction Survey

The prime contractor must send a Customer Satisfaction Survey (Part III, Section J Attachment) to each company listed in their past performance/experience, with instructions to complete and return the form to this office **before the SIR deadline. Customer Satisfaction Surveys may be emailed to: marjie.ctr.brandeen@faa.gov, or faxed to 425-227-1156, Attention: Marjie Brandeen, by May 11, 2012, 4:00 pm local time.**

Criteria #1: Licensed Contractor

Offeror must be licensed to perform work in one or more states listed in the schedule.

Criteria #2: Past Performance & Experience

Offerors must have been in the business of constructing and repairing of communication antennas for at least five (5) years, and, furnish at least five (5) references for antenna contracts. For each project listed to demonstrate the offeror meets or exceeds the evaluation criteria, provide, at a minimum, the following information:

- a) Project title, description and contract number
- b) Key contractor personnel, with resumes and experience
- c) Client names, business address, phone numbers, and contact person
- d) Dollar value
- e) Scope of work performed
- f) Award and completion dates
- g) Percentage of work subcontracted and nature of work
- h) Any contractual issues or technical matters disputed, and resolution thereof
- i) Any claims and resolution thereof (i.e. nature, number, dollar value)
- j) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.
- k) Any other pertinent information
- l) Customer Satisfaction Survey

Criteria #3: Ability to Travel to All FAA sites

Offerors must be able to travel to any FAA site within the states for which they are on the QVL and provide written assessment of the antenna condition and recommended solutions.

Criteria #4: Certification and Warranty

Offerors must be able to certify the finished work and provide standard 1 year warranty.

L003. SOLICITATION QUESTIONS

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least five (5) calendar days prior to the date for receipt of proposals to marjie.ctr.brandeen@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

L004. SUBMISSION OF PROPOSAL

Mail or hand-carry proposal to:

FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH
ATTN: MARJIE BRANDEEN AAQ-530
1601 LIND AVENUE S.W.
RENTON, WA 98057

EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.

PROPOSALS ARE DUE NO LATER THAN 4:00PM local time ON May 11, 2012. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M001. Evaluation of Qualifications

Offerors will be evaluated on the qualification factors outlined in Part IV, Section L of this document. Evaluation will be made on a pass/fail basis. It is therefore important that the Offeror submit the documents identified on "Submission Instructions" (See Part IV, Section L.)

M002. Request for Proposal and Contract Award

At the discretion of the Contracting Officer, a request for proposal will be extended to two or more companies on the QVL. As determined by the COR, certain solicitations will require requested Contractors to visit the site on a specified date, to gain familiarity with the specific project scope of work. Depending on the complexity of the project, the Contractors requested to propose are required to submit their price proposals within a timeframe which will be announced during the site visit or at the time the Contractor is notified of the solicitation.

If adequate competition exists among Socially and Economically Disadvantaged Businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program, as determined the Contracting Officer (CO) at his sole discretion, those QVL participants will be first considered in the evaluation process. If the CO determines the prices provided by the SEDB 8(a) businesses are not reasonable, the CO reserves the right to open to all Service-Disabled Veteran Owned Small Business (SDVOSB) or small businesses. If on two or more occasions, the SEDB 8(a) prices are found to be unreasonable, the CO reserves the right to open the solicitation to all other SDVOSB, small businesses and SEDB 8(a) on the QVL.

The proposal with the lowest price will receive the award. If an RFP does not receive adequate competition amongst SEDB 8(a) contractors, then all proposals from SEDB 8(a), SDVOSB and all other small businesses on the QVL, will be evaluated and the award will go to the lowest price proposal. The CO, however, reserves the right to cancel the request for proposal, and/or reject any or all price proposal(s).

M003. Guarantees

Please be aware that the QVL is being developed to facilitate antenna repair and/or modifications contract awards in the near future. However, inclusion on the QVL may not guarantee contract award to any qualified contractors on the list. Also, this QVL will be used at the government's discretion. The agency may solicit antenna work under other vehicles.

M004. Removal from the Qualified Vendors List

The CO reserves the right to disqualify and remove any Contractor from the established QVL at any time and for any reason including but may not be limited to the following:

1. Repeated failure to respond to requests for proposal and/or subsequent SIR's.
2. Poor quality of work as determined by the Contracting Officer or COR.
3. Debarment from Government Contracting.
4. Failure to satisfy qualifying factors in subsequent RFQ's.